



DEPARTMENT OF THE NAVY
OFFICE OF THE JUDGE ADVOCATE GENERAL
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CNIC
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29 May 18

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24 Apr 18

**MEMORANDUM OF AGREEMENT
BETWEEN
COMMANDER, NAVY INSTALLATIONS COMMAND
AND
JUDGE ADVOCATE GENERAL OF THE NAVY**

**Subj: MEMORANDUM OF AGREEMENT FOR FUNDING AND RESPONSIBILITY FOR
LEGAL SERVICES**

Ref: (a) OPNAVINST 5450.339
(b) Uniform Code of Military Justice (UCMJ)
(c) COMNAVLEGSVCCOMINST 5450.1G
(d) Unified Facilities Criteria (UFC) 2-000-05N/61040
(e) CNICINST 5530.14A
(f) NTP 3-07.2.3
(g) JAG/COMNAVLEGSVCCOMINST 5530.2D
(h) BUPERSINST 1610.10D

1. Purpose. This Memorandum of Agreement (MOA) outlines funding and responsibilities for Region Legal Service Office (RLSO) support and designates authority and responsibility with respect to legal services across the U.S. Navy's Shore Enterprise.

2. Background

a. Commander, Navy Installations Command (CNIC) is a Navy Echelon 2 authority with centralized shore installation management functions worldwide. Per reference (a), CNIC exercises administrative control (ADCON) over all Navy installations. As such, CNIC establishes uniform practices, procedures, and standards for the distribution and management of funding and personnel used to support shore installation management. The legal services rendered by judge advocates and associated legal personnel directly support the CNIC mission.

b. Per Article 6 of reference (b), the Judge Advocate General (JAG) is responsible for overseeing and supervising the provision of legal services by Naval Legal Service Command (NLSC) and Navy Staff Judge Advocate (SJA) offices in support of shore activity commanders. The JAG also serves as the Office of the Chief of Naval Operations (OPNAV) Command Assist Official for Commander, Naval Legal Service Command (CNLSC).

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c. CNLSC is a Navy Echelon 2 authority that oversees legal services in support of the CNIC Shore Enterprise by exercising command over, and providing direction to, all RLSOs, Defense Service Offices (DSO) and subordinate legal offices with respect to organization, training and administration per reference (c).

3. Cancellation. This agreement supersedes CNIC/JAG MOA CNIC Ser N00/12U71536 of 5 November 2012.

4. Definitions

a. RLSO. A Navy Echelon 3 command under CNLSC that provides command advice and prosecutorial services to CNIC Region Commanders (REGCOM) and Commanders/Commanding Officers (CO), as well as legal assistance to eligible persons, in their respective Areas of Responsibility (AOR). RLSOs oversee legal assistance personnel, trial counsel, and all CNIC Enterprise SJA personnel (officer, enlisted, and civilian) for their assigned AORs. RLSO AORs, mission, functions, and tasks are delineated in reference (c).

b. DSO. A Navy Echelon 3 command under CNLSC that provides eligible service members legal advice and representation at courts-martial and administrative proceedings. DSO AORs, mission, functions, and tasks are delineated in reference (c).

c. Facilities. Facilities that allow a RLSO to accomplish its mission and offer appropriate security, space, and host command support (e.g., base operations and costs for sustainment, replacement and modernization of facilities), while meeting the requirements for privacy in the attorney-client relationship and the facilities standards in Series 600 of reference (d), and providing basic habitability standards of safety and comfort for assigned personnel. DSO facilities and costs will be addressed through standard "host/tenant" support procedures.

d. Courthouse. Per reference (g), a building, or designated and secured portion of a building, that is designed or used to convene military justice proceedings.

e. Common Output Level Standards (COLS). COLS refer to performance levels established by the Chief of Naval Operations (CNO) and are based on funding and available resources provided in the current fiscal year. When a receiver requires work or services not within CNIC's common-service mission or that is above CNO-established COLS, CNIC will charge for such support provided it is measurable, identifiable and directly attributable to the receiver.

5. Responsibilities

a. CNIC will:

(1) Provide each RLSO with facilities, including courthouses, utilities and adequate office space. For purposes of this agreement, "utilities" includes electricity, steam, and water.

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(2) Directly fund the following RLSO support costs for services provided by SJAs and other command services personnel to the REGCOM and Installation COs: telephone and line rentals; cell phones/smartphones as deemed essential by the REGCOM; equipment rentals; MFDs/Copiers (excluding associated NMCI costs specified in paragraph 5b(2)); annual service contracts for equipment (including MFDs and copiers); postal costs (including overnight services such as Federal Express); general office supplies; and life-cycle replacement of furniture and equipment. Funding requests and procurement procedures will vary by Region.

(3) Fund all aspects of military justice when CNIC or subordinate units convene a court-martial or administrative proceeding, regardless of whether the matter initially arose from a CNIC or tenant command. CNIC will fund costs on a non-reimbursable basis, as long as permissible by applicable instructions and regulations, to include travel and processing costs, including validated parking fees and general office supplies, associated with: courts-martial, administrative hearings, boards of inquiry, transportation of detailed legal counsel and preliminary hearing officers, command-sponsored investigations, command services, negotiations of international agreements, coordination with local authorities, counsel before foreign tribunals and administrative agencies and expenses incident to the representation and other types of command-directed mission tasking.

(4) Provide courthouse security support per references (e) and (f) as follows:

(a) CNIC will ensure that military justice proceedings that have been assessed as a medium or high risk are appropriately manned by Naval Security Force (NSF) personnel as agreed upon by the Region Security Officer (RSO) or Installation Security Officer (ISO) and the RLSO.

(b) CNIC will ensure that NSF personnel who provide courtroom security for cases deemed a medium or high risk are qualified per appropriate Personnel Qualification Standards and provide support per reference (f).

(c) CNIC will assist CNLSC in the development of courthouse security training materials for NLSC and non-NSF personnel.

(d) CNIC will monitor and respond to duress alarms and other alarms installed in courthouse facilities.

(e) CNIC will fund additional costs when required to ensure that a particular proceeding is tried in a secure location with NSF personnel present where appropriate.

(f) CNIC will assist with annual on-site assessments and written reports as requested by NLSC of all facilities per reference (g). When additional support above and beyond COLS is needed, such as when no local CNIC asset is available to assist with an annual on-site assessment, NLSC will fund the expenses directly associated with such assessment.

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b. CNLSC will:

(1) Fund costs associated with: (1) the legal assistance mission to include legal assistance visits out of the local area or in remote locations where there are no permanent RLSO personnel assigned; (2) command-specific or legal assistance-specific RLSO supplies (e.g., notary seals, subscriptions/law books, nametags, command plaques, medals); and (3) any common support costs that support both RLSO and DSO operations. CNLSC will also fund or seek funding from the cognizant command for trial service costs not attributable to proceedings within CNIC's Shore Enterprise.

(2) Fund Navy Marine Corps Intranet seat costs via Field Support Activity (FSA), to include move, add, and change (MAC) requests and overseas information technology costs including the Outside Continental United States (OCONUS) Navy Enterprise Network.

(3) Fund training costs for all active duty military billets and civilian personnel.

(4) Assign personnel to all military and civilian billets, including existing SJA billets. CNLSC will provide each RLSO with sufficient billets and manpower to provide all trial counsel, command services and legal assistance functions.

(5) Provide courthouse security support per reference (e) as follows:

(a) The Office of the Judge Advocate General (OJAG) or CNLSC will fund facility improvements and equipment standardization necessary to meet specific security requirements per reference (g).

(b) CNLSC will ensure that potential costs of overtime required for NSF personnel in support of military justice proceedings are taken into account when scheduling proceedings and minimized to the extent feasible while conducting proceedings.

(c) CNLSC will coordinate with the Naval Criminal Investigative Service (NCIS) and the RSO or ISO to assist in properly assessing the risk for court proceedings and to ensure the appropriate level of security is provided.

(d) OJAG (Code 67) and CNLSC will coordinate with CNIC to support the completion of annual, on-site assessments and written reports of all facilities, as required per reference (g).

(e) CNLSC and OJAG (Code 64) will reimburse CNIC for all support provided that is determined to be above CNO COLS.

(6) Act as the Judge Advocate General's executive agent for the purpose of this agreement.

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6. Organization and Reporting Relationships

a. CNIC, REGCOMs and Installation COs exercise authority and responsibility per pertinent laws and regulations for the execution of their respective missions, including good order and discipline, convening authority decision-making, courthouse security per references (e) through (g) and other mission-related legal matters.

b. RLSO COs report to CNLSC and execute CNLSC direction with respect to organization, training, administration and policy consistent with reference (c). RLSO COs provide legal services to REGCOMs and supervise the provision of legal services within the REGCOM's AOR. Accordingly, RLSO CO billets are designated as additional duty (ADDU) to the co-located REGCOM. RLSO COs will organize legal support to deliver services under RLSO cognizance effectively and efficiently. RLSO COs are available for legal advice to the REGCOM, except for military justice SJA advice per subparagraph 6e below.

c. The JAG will detail O-4 or above officers to RLSOs specifically to serve as SJAs to REGCOMs pursuant to authority under Article 6 of reference (b). The RLSO CO will designate such officers in writing as ADDU to the co-located REGCOM to provide advice and services as necessary to execute day-to-day mission responsibilities for the REGCOM staff. Exceptions to this requirement must be coordinated with, and agreed to by, the REGCOM. SJA advice and services include the full spectrum of practice areas relevant to the REGCOM's mission, including independent advice on military justice matters per subparagraph 6e below. Every SJA designated under this paragraph is fully authorized and expected to provide independent military justice legal advice to the REGCOM and this independence from the RLSO CO will be formalized in their appointment designations. Consistent with reference (h) and this agreement, RLSO COs are the regular reporting seniors for designated SJAs and REGCOMs are the concurrent reporting seniors on all such fitness reports.

d. Each RLSO CO may designate in writing an officer to serve as primary legal advisor to an installation CO. Designations will specify the scope of services and whether this will be on a full-time or part-time basis. If no such officer is appointed, the RLSO CO shall ensure advice to the installation CO is provided upon request. SJAs designated under this paragraph are fully authorized and expected to provide independent military justice legal advice to the installation CO and this independence from the RLSO CO will be formalized in their appointment designations. Consistent with reference (h) and this agreement, RLSO COs are the regular reporting seniors for legal advisors to Installation COs and shall consider input from the installation COs when preparing all such fitness reports.

e. RLSO CO supervision of trial counsel functions is integral to the effective and efficient delivery of legal services. To ensure this role is apparent to the REGCOM, the RLSO CO will not provide "SJA advice" on military justice matters as contemplated under the Rules for Courts-Martial. The SJA designated under paragraph 6c above will provide independent SJA advice to the REGCOM on military justice matters and, when necessary, may provide similar independent advice to COs and Special Courts-Martial Convening Authorities. Military justice SJA advice

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must be rendered independently and consistent with reference (b) and the Rules for Courts-Martial.

f. SJAs designated under paragraphs 6c and 6d above shall seek guidance from the CNIC SJA or REGCOM SJA respectively for substantive military justice issues connected to a particular case and not from the RLSO CO. The RLSO CO may exercise professional supervision of the overall delivery of legal services, including military justice process issues, professional standards of conduct, and other issues not connected to a particular case.


g. In Regions where there is a billeted Region Environmental Counsel (REC), OJAG will ensure the billet is designated as ADDU to the Region. The REC shall be functionally supervised by the RLSO CO. In Regions without a billeted REC, the RLSO CO or SJA will provide military legal advice on environmental law matters. Consistent with reference (h) and this agreement, RLSO COs are the regular reporting seniors for RECs serving in designated billets and REGCOMs are the concurrent reporting seniors on all such fitness reports.

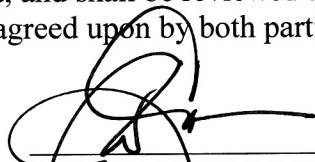
7. Points of Contact. The action offices named below will provide periodic updates as required and are the respective points of contact for CNIC and CNLSC on the implementation of this MOA.

a. CNIC Force Judge Advocate: (202) 433-4828.

b. Division Director, OJAG, Code 67 (Technology, Operations and Plans): (202) 685-5213.

8. Effective Date. This MOA is effective upon signature by both parties, shall remain in effect for six (6) years or until superseded or terminated, and shall be reviewed triennially. Modification or termination may be executed as agreed upon by both parties in writing.



M. M. JACKSON
Commander, Navy Installations
Command

J. W. CRAWFORD III
Judge Advocate General